



Seaman's Employment Contract - DALI / IN-004594 / 2024 / 001

Effective From - 27/Jan/2024

RPS-License No. - RPSL/CHN/033 (Valid till 04/Jul/2024)

This employment contract is entered between the Seafarer and the Owner of the vessel (herein after called Employer)

Synergy
Maritime
Recruitment
Services Pvt Ltd

Seafarer's Full Name	KARTHIKEYAN DEENADAYALAN	Old Crew Code	01189	Crew Code	IN-004594
Age	44	Date of Birth	25/Apr/1980	Place of Birth	chennai
Nationality	Indian	PP No	W6978845	CDC No	CH50752
Position	Chief Engineer				
Full Address of Seafarer	NO 17 'G', SRICHAKRA FLATS, EASTVANNIER STREET, WEST K.K NAGAR, CHENNAI				
The Employer/Vessel Owner	Grace Ocean Pte Ltd. Grace Ocean Pte Ltd, 6 Shenton Way, #35-01 OUE DOWNTOWN Singapore 068809				
Employer's Agent	Synergy Marine Pte. Ltd. 1 Kim Seng Promenade, #10-11/12 West Tower, Singapore 237994				
MLC/DOC Holder	Synergy Marine Pte. Ltd. 1 Kim Seng Promenade, #10-11/12 West Tower, Singapore 237994				
Vessel Name	DALI	IMO No.	9697428	CBA	GRACE OCEAN SMOU/SOS C
Port of Registry / Flag	Singapore / SINGAPORE			Place of Engagement:	Chennai
Contract Term*	4 months 0 days	(+/- 30 days) * Please refer to clause 4.1 & 4.3 of the terms of employment as annexed with the contract	Contract Start Date	27/Jan/2024	Contract Expiry Date
					26/Jun/2024

During the period of State/Government restrictions, general quarantine directives, pandemic, endemic, epidemic, etc., the seafarer joining the vessel shall be entitled for only basic wages during stay at quarantine facility or hotel facility in the port of joining and full wages shall be applicable from the date of actual joining the vessel irrespective of contract start date mentioned in the Contract.

Monthly Wages(in USD)						
Basic Wages		Special Allowance	Fixed Overtime	Leave Pay	Supervisory Alw	Bonus
2838.00		3664.00	1935.00	946.0	568.0	199.0
SPS						
50.0						
Total Monthly Salary				10200.00		
Other Earnings (Stand by Wages, Airfare etc)				Deductions (Cash Advance , Monthly deductions to PF, JSU etc)		
1	Joining Allowance (OneTime)	50.0	27/Jan/2024			
2	Long Service Allowance (Monthly)	240.0	27/Jan/2024			
3	Rejoining Bonus (one time) (OneTime)	200.0	27/Jan/2024			
4	Training Allowance (OneTime)	80.0	27/Jan/2024			
Gross Monthly Wages				10440.00		
Net Monthly Wages				10440.00		
Details of revised Salaries						
SNO	Effective From			Salary		Remarks

The current CBA in force is **GRACE OCEAN SMOU/SOS C** incorporated to form part of the contract. Where applicable the Ship's Articles shall be deemed for all purposes to include the terms of this Contract (including the terms and conditions of CBA in force) and it shall be duty of the employer to ensure that the Ship's Articles reflect these terms. These terms shall take precedence over all other terms. The terms of the CBA may be varied from time to time and the terms and conditions so varied shall form part of this contract with effect from the date of variation in place of the immediately preceding terms and conditions.

"This is a system generated contract and for the purpose of authentication it contains the e-signature of seafarer and the employer. Once the seafarer sets his hands and executes the document, this contract will be legally binding on both the parties and in force with all its terms and conditions as mentioned hereinabove or in its annexures."

Signature: 

Date: Jan 25, 2024

Email: rajkumar.g@synergymanning.com

Place: Chennai

(Authorised signatory for Employer's Agents)



I confirm that I have read and understood the applicable service terms & conditions, including the applicable wage scale and leave available and I voluntarily accept the same. I also confirm that no verbal or other written promises other than company's service terms & conditions / CBA terms and conditions have been given to me. Therefore, I can not claim any additional benefits or wages of any kind except those which have been provided therein. I further hereby confirm and agree that I will not, at any time whilst employed under the foregoing terms, enter into any contract or agreement written or oral, which may be in conflict with or contradict the foregoing terms in any way. I confirm that shall carry on board the vessel all original documents with me.

Seafarer's Signature

Signature: 

Karthikeyan d (Jan 25, 2024 21:22 GMT+5.5)

Date: Jan 25, 2024

Place: Chennai

Email: yezdimariner@gmail.com

M13(1)

Ed-01 Rev No-04
Date: 11-July 2023

Verified By: Sahanapriya

Verified On: 01/25/2024 11:34:45

Contract Starts: For International - From the date of international departure|For Domestic - From the date of joining the vessel.

TERMS OF EMPLOYMENT

Confidentiality Notification: These Terms of Employment, Employment Contract or any communication in this regard, is confidential, proprietary and legally privileged information for use of the Seafarer who has signed the relevant Employment Contract. This information should not be disclosed, distributed or copied to any other person or party. A breach in confidential information could result in allegation of fraud, criminal conspiracy. If above information is erroneously received by an unintended recipient, then please do not use the information and destroy it immediately. You should not, directly or indirectly, use, disclose, distribute, print, or copy any part of this information, if you are not the intended recipient.

Purpose: These TOE (Terms of Employment) terms and conditions are the terms and condition of the Sea Farer's contract, as offered by the company. The employer referred to herein means the vessel's owner. Purpose of this document is to provide detailed terms and conditions of employment for Seafarers employed by the company. Prior to the seafarer signing the agreement, he will be given sufficient time to read, understand and be familiar with these terms and conditions. These will also be available readily in office and on board, with the Master. It is Masters Responsibility to ensure that these TOE are easily and freely accessible to all seafarers serving onboard the ship.

LIST OF CONTENTS

No	Index	Date	Page No
	List of Contents	10 Jan 2020	01
1	Scope & Responsibility	10 Jan 2020	02
2	Pre- Joining Medicals/ Post Sign off	10 Jan 2020	02-03
3	Probation & Retirement	10 Jan 2020	3
4	Contract Period	11 July 2023	3-4
5	Accounts, Taxation, Payment of Wages / Allowances	10 Jan 2020	4-6
6	Allotments	10 Jan 2020	6
7	Travel - Joining / Repatriation	10 Jan 2020	6
8	Personal Baggage / Baggage Loss	10 Jan 2020	6
9	Provident / Pension Fund	10 Jan 2020	6-7
10	Availability for rejoining after leave	10 Jan 2020	7
11	Families on board	11 July 2023	7-8
12	Victualing Allowance Onboard	10 Jan 2020	8
13	Union Membership & other benefits	10 Jan 2020	8
14	Staff welfare On board Recreational Facilities	10 Jan 2020	8-9
15	Staff Welfare Ashore & benefits	10 Jan 2020	9
16	Foreign Licenses/Endorsements by Flag States	10 Jan 2020	9
17	Trainees	10 Jan 2020	9-10
18	Country Specific Regulations	10 Jan 2020	10-11
19	Training Onboard / Ashore	10 Jan 2020	11
20	High Risk Area -Gulf Of Aden	10 Jan 2020	11
21	Grievance Procedure and Harassment and Bullying:	10 Jan 2020	11-12

**TERMS OF EMPLOYMENT****1. SCOPE & RESPONSIBILITY**

1.1 Employment: Synergy Maritime Recruitment Services Private Limited hereinafter referred to as the 'COMPANY' offers employment as agent on behalf of Ship Owner.

1.2 Selection: The employment is solely at the Company's discretion based on its policies and selection criteria (form M-04, FPRM Chapter 3.5 & 3.7), in conformance with its safety and quality principles.

1.3 Application: These Terms of Employment (TOE) form part of Employment contract, signed by bonafide seafarers; holding valid documentation commensurate to their rank and serving on vessels managed by the company. All benefits mentioned herein, may not be applicable to all ships since owner's instruction will take precedence over TOE; such corrections, if any, will be notified separately to seafarer. These terms should be read in conjunction with relevant Collective Bargaining Agreement applicable to the vessel and the applicable provisions of the Maritime law and Regulations of the Flag state. Any dispute as to the terms and conditions of the employment contract shall be resolved in accordance with the Maritime law and regulation of the flag state. CBA terms have not been duplicated here but CBA terms will supersede TOE, in case of any conflict between the CBA & TOE terms. CBA & TOE both should be easily accessible available onboard ship and in office. CBA which is applicable to seafarer will be mentioned on the Employment Contract and seafarers should be aware of the contents such as repatriation, health and social security benefits, repatriation entitlements, death and disability compensations etc. Masters have to ensure that copy of the TOE & applicable CBA, are freely available on computers and on notice board kept in common areas for ships staff.

1.4 Company's responsibility: It will be responsibility of the company to ensure that vessel is manned as per Safe Manning Document and dispensation is obtained for any temporary shortfall. Company shall comply requirement of Maritime Labour Convention 2006, Recruitment Placement Service License (issued by DG Shipping) and applicable Collective Bargaining Agreement. Company shall not place a person of less than 18 years of age onboard ships. Company shall not charge any fee or expenses for recruitment and placement of seafarers onboard.

1.5 Seafarer's responsibility: It is responsibility of each seafarer to carry onboard all Original documents required for the trade (as declared on documentation checklist, M-03) and ensure that these documents should remain valid for two months more than the agreed tenure onboard. Any expenses that the employer may incur due to non-compliance of this requirement will be on seafarers account.

1.6 Seafarer statement & declaration: Company does not levy any fee or any other charges from seafarers for gaining the employment. All seafarers have to give a statement for same as per our form M-08. All ratings have to give a declaration that they have not paid any money (bribe) or given any monetary benefit (including gifts, fee or any charges either directly or indirectly) to any agent or to any employee of Synergy Maritime Private Limited for gaining this employment (M-08).

1.7 Master's responsibility: It is responsibility of Master to ensure that all original documents including relevant COC, STCW Certificates, and Flag State Endorsement of Joining Seafarer are sighted prior Signing Off the seafarer being relieved. The Passport & CDC of each seafarer onboard shall be retained in Master's custody at all times. It is a normal practice for Master to keep all original STCW certificates and Competency / Watch keeping certificates of all staff for showing them to Port State or Flag state inspectors.

1.8 Non-disclosure of information: You will not either during your employment or subsequent thereto, divulge to any person any information relating to procedures or the affairs of the company which comes to your knowledge or you have access to, in the course of your employment hereunder, and should by its nature be confidential. You undertake that, either during the subsistence of your employment or subsequent thereto, you shall not, through any medium of communication including social media, communicate with any Person other than the Contact Person as notified to you by the Company with regard to any matter on board the Vessel or otherwise. It is hereby clarified that the Company shall have the right to forfeit and confiscate any material including but not limited to photographs, video graphs, letters, mails etc. which the Company believes to be a breach of security to the Vessel or the Company. You further undertake that you shall not take any action which is intended, or would reasonably be expected to harm the Company, its officers, Directors or employees or its or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company.

2. PRE-JOINING MEDICAL/MEDICAL SIGN OFF/ POST SIGN OFF MEDICAL

2.1 Pre Joining Medical: All seafarers are required to undergo a medical fitness examination, carried out by a qualified and approved medical practitioner appointed by the company, preferably prior to each engagement. The scope and extent of the medical examination will be as per the Company's guidelines and as per flag state requirements (FPRM Chapter 3.10). Upcoming DG Shipping Medical fitness requirements include control of BMI (Body Mass Index) as prerequisite for fitness at serve at Sea. BMI above 30 is concerned obese, thus we may not able to get fitness for people above BMI of 32. BMI can be calculated by dividing weight in KG by square of height in Meters i.e.: BMI will be 31 for person of 95 KG weight/ 1.75 M height. Medical certificates must not expire onboard.

2.2 D & A test: In accordance with our company requirements, international and industry accepted practices; all seafarers may be required to undergo a drug and alcohol test prior joining each vessel. Additionally on board tests to be carried out as per FPRM Chapter 3.

2.3 Change in medical condition: Prior joining ship, Seafarers are obliged to inform the company, if there is any change in medical condition as declared during Pre joining medical. Non-disclosure may result in render Employment Contract null and void also seafarer will not be entitled to any insurance claims.

2.4 Validity of Medicals: Medical Certificate shall be valid as mentioned on the certificate (maximum period of 2 years). Validity of medical certificate may be reduced if there is any material change in health condition due to sickness /accident or by reason of the specific duties to be performed. Medical Certificate should remain valid when person is onboard the vessel. Person may need to undergo medical examination abroad, if the medical certificate expires.

**TERMS OF EMPLOYMENT**

2.5 Prescribed Medication / Existing medical ailment: If any seafarer is using prescribed medication or has existing medical ailment or has fallen sick recently, then these fact must be declared prior joining, preferably in the pre-joining medical form. Failure to disclose true status of health in the declaration form may render Employment Contract / any insurance claim, null and void. Further such failure to disclose will make the seafarer liable for all cost and expenses incurred by the employer as a consequence thereof.

2.5 On-board Medical Care: Company shall provide free of cost medical treatment in respect of sickness & injury whilst seafarer is employed on board. As per MLC, the Medical officer on board must have completed refresher training for Medicare / Medical First Aid every 5 years. On board all vessels Master to nominate self or someone else as medical officer, if their Medicare / MFA course is more than 5 years old.

2.6 Medical Signing Off: When a person is signing off on medical grounds, the company shall provide medical care, for duration specified in the applicable CBA. Company must be provided details as per specified format to arrange suitable medical attention. Further copies of extract of log, closing a/c of wages, treatment rendered etc. must be sent to manning department. The person signing off on medical grounds must visit manning department and Company Doctor immediately on arrival India, otherwise P&I (insurance) claims cannot be processed. In case seafarer wants to pursue personal treatment then same has to be approved by our company's doctor and manning department to be kept informed. This is to ensure that the fees charged by the seafarer's own physician are in line with and no greater than those which would have been charged by the company doctor. Company doctor should be the doctor of choice unless it impractical or not reasonable for the seafarer to use that doctor. P&I cover may be available only for medical treatment costs that are on a par with that of company doctor.

2.7 Blood test for Chemical Ships: All Staff signing off from ships carrying noxious Chemicals or Ammonia are required to undergo a routine blood test (Complete Blood counts & Liver Function test) after signing off from the vessel. Ships where such tests are required will be notified separately. Seafarers could either visit company doctor or get the test done as per our guidance at the nearest pathology lab and send the report to Welfare officer. The cost of test will be reimbursed by the company. Details of the tests required will be given by our company's doctor.

2.8 Psychometric test: New and Newly promoted Master, Chief Officer, Chief Engineer, Second Engineer Master, freshly recruited cadets, trainee seaman and all ratings being promoted officer rank being assigned first time to the ship will be subjected to psychometric test.

3. PROBATION & RETIREMENT

3.1 Probationary period is 45 days on first engagement. The first three months following promotion to a higher rank shall be a probationary period. During the Probationary period company may terminate the employment without giving any notice or reason (FPRM Chapter 3.9).

3.2 A seafarer's retirement age shall be 58 years (60 years for Master & Chief Engineer). Extension at company's discretion can be granted to deserving officers and ratings (FPRM Chapter 3.11).

4. CONTRACT PERIOD

4.1 Contract Period: The exact duration of the contract will be mentioned on the Employment Contract of each officer and rating, however for sake of guidance the general contract duration shall be as follows:

Master, Chief Officer, Chief Engineer and Second Engineer :- 4 months

Junior officers: 6 months

Petty officers, Ratings & Trainees: 9 months

No person shall be allowed to serve onboard for more than 11 months.

Note: The contract will get terminated at the time when the seafarer reaches his port of engagement after signing off from the vessel.

4.2 Extension of Contract: Usually extension of contract period is not encouraged due to factors such as fatigue & complacency and same may not be accepted if relief is already lined up. Extension request must always be given in duly signed written application through the vessels Master. Same should also be sent along with the weekly manning report send by the vessels Master. The person seeking extension of contract should be willing to stay up to one month beyond the 'new' contract completion date, as per clause 4.3. If extension is granted then cancellation of extension will be treated at par with early relief request.

4.3 Relief Window Period: The Employer has the option to relieve the seafarer within 30 days prior or after the completion of contract term depending upon the operational convenience, convenient port, relief schedule, etc

4.4 In all cases, the company has the option of relieving the seafarer within 30 days either side of completion of contract date, subject to operational convenience, convenient port, relief position etc.

4.5 Compassionate Relief: The seafarer may terminate, without penalty, the employment agreement on shorter notice or without notice for compassionate reasons as per CBA (usually when spouse or for parents of a single person have fallen dangerously ill). Compassionate relief in case of death of any family member other than as mentioned in CBA will be at company's discretion.

4.6 Early Relief Request: Seafarer may request for early relief for Justifiable reason by submitting signed early relief letter, 30 days prior the expected date of relief, specifically indicating whether person is willing to reimburse the repatriation expense or not. Our first priority remains to relieve people who have completed their tenure onboard hence unjustified early relief request may be denied and the matter will be considered as closed. Even when the early relief is accepted, it will remain subject to clause 4.3 & 7.4 of TOE.

**TERMS OF EMPLOYMENT**

4.7 Dismissal: Services of a seafarer may be terminated, in case of violation of company policies (especially Drug & Alcohol, Environment compliant) or gross misconduct as mentioned in FPRM Chapter 3. Whenever dismissal of seafarer is being sought from vessel, it must be supported by written warning letter / log entry against the person. This letter / log entry must be read out to the seafarer, and seafarer's comments should be noted on it. This should also be signed by witnesses and the person whose dismissal is being sought. For ratings - kindly ensure same is witnessed by other rating/s. In case of gross misconduct, the company may initiate the dismissal procedure as per relevant CBA / flag state rules.

4.8 Resignation: Resignation from service can be accepted when it is served with proper notice period of one month. The relief in such cases will be subject to clause 4.3 and all repatriation cost and related expenses including relievers engagement cost will be reimbursed by the seafarer.

4.9 Relief's around Christmas & New Year (20th December to 5th January) are to be avoided due to non-availability of flights.

5. ACCOUNTS / TAXATION AND PAYMENT OF WAGES / ALLOWANCE

5.1 Wages and terms of payment onboard shall be as per applicable Collective Bargaining Agreement. Additional wages / benefits, if any, will be as agreed in the Employment Contract.

5.2 Accounts / Cash advance: All accounts on board shall be in US Dollar and wages will be payable every month, as per Employment Contract. Seafarers are encouraged to send maximum earnings home by means of monthly allotment. Remaining balance of wages will be allowed to draw cash advance onboard. In order to restrict unnecessary extra cash on board (especially for vessel's transiting piracy areas), it is recommended that cash advance on board to be limited to USD 1000 for senior officers (top four) and USD 500 for all other officers and ratings. All deduction (cash advance, Bond / telephone expenses, Provident fund etc.) being made onboard will be reflected in the portage bill of the month. Every month salary statement will be provided to the seafarer by the Master. When a seafarer signs off he shall be issued with a statement of Accounts (closing wages statement) and final pay off may be made in US Dollars or by allotment, as per circumstances. For the purpose of wage calculation a calendar month shall be regarded as having 30 days. Payment of Part Wages: For wage calculations every month is considered to have only 30 days. When an officer / rating joins or signs off in middle of the month then the applicable wages for the month shall be calculated as follows:

Part wage of the month = No. of days onboard x Gross monthly wages / 30.

5.3 Seafarers Costs: The seafarers are expected to bear cost of their own Certificate of Competency, seaman book, passport and other personal travel documents. The travelling cost to join a ship including fees for visa will be borne by the company. Pre-employment medical examination costs will be borne by the company.

5.4 Taxation: The salary in USD will be paid without deduction of any Tax, subject to Government regulations. It is the Seafarers responsibility to deal with their personal taxation liability. The seafarer is responsible for all personal taxation whether of an income or capital nature in relation to the income from the employment. In the event that employer or its agent pay's such taxes on seafarer's behalf, the seafarer shall indemnify the employer and its agent against all such payments it may make in respect thereof. It will be the seafarer's responsibility to ensure, if required by any Government or recognized authority, to remit any portion of earning to the state / authority in question.

5.5 Confidentiality of wages: The Wages of each staff are confidential and any other staff should not be privy to this information. Officer's wages are computed using set formulae and data in our system (ERP - Enterprise Resource Planning), which may be changed without notice. To maintain sanctity of Employment Contracts, all wage revision will be applicable only to the joiners, when new contracts are issued. Thus the wages will differ as per rank / seniority / date of joining / type / trade of ship

5.6 Commencement of wages: Full wages shall commence on date as mentioned on the Employment Contract or on departure from India (or Port of Engagement), as per flight timing given in the 'Guarantee letter', provided the seafarer "Signs ON" the vessel, as per planned schedule.

5.7 Overtime: Officers: The normal hours of work is based on 8 hours a day for 5 days a week and overtime paid in accordance with the Employment contract and extra OT is included in trade allowance. CBA terms will supersede TOE, in case of any conflict between the CBA & TOE terms.

Overtime Ratings: Records of overtime worked should be endorsed every week by seafarer + head of department. While endorsing OT sheets every month, Masters must randomly compare with Rest hours sheet / log books, especially when overtime hours exceeds the guaranteed hours mentioned in the employment contract. Such extra overtime will be paid at overtime rate as defined in the applicable CBA for vessel.

Cadets / Trainee: Cadets / Trainees are paid lumpsum. They should not be given work more than 40 hours a week (only on working days). CBA will supersede TOE, in case of any conflict between the CBA & TOE.

5.8 Termination of wages: Seafarer will be entitled for full Wages till date of disembarkation from vessel. In addition seafarer is entitled to two day basic wages as travel allowance after sign off, this is only applicable after successful completion of contract. If in exceptional circumstances, funds are not available on board or with agents, company will settle the balance of wages within a maximum of 30 days or as per the applicable flag state requirements by remitting it into the nominated bank account or by mailing a US dollar cheque to the permanent address or address given to the master prior signing off.

5.9 Long Service Allowance: "Loyalty Bonus" under the heading "Long Service Allowance" has been amended and implemented from 01st January 2019 to reward officers and crew those who are working with Synergy and to motivate officers / Crew to continue with Synergy in coming years.

1) Loyalty Bonus applicable for senior officers (Master, Chief Officer, Chief Engineer & Second Engineer) on completion of two successful contracts (8 months).

2) Loyalty Bonus applicable for Crew on completion of three successful contracts (24 months).

**TERMS OF EMPLOYMENT**

Loyalty Bonus will be paid as per below scale:

Senior Officers:

- * 9 to 16 months - USD 60 PM
- * 17 to 24 months - USD 120 PM
- * 25 to 32 months - USD 180 PM
- * Above 32 months - USD 240 PM

Crew:

- * Above 24 months - USD 60 PM

Following conditions apply:

- * Cadetship and Crew under training service is not counted.
- * When Junior Officer promoted to senior officers shall pay as per the above mentioned LSA scale band.
- * Add 60 USD to the loyalty bonus when officer completes 8 months service in senior ranks and there on follow senior officer loyalty bonus to maximum of USD 240.

5.10 Superior Certificate Allowance: An officer holding a Class 1 or Class 2 COC but serving at lower rank, will be entitled to Superior certificate allowance. Allowance is USD 200 for Class 1 COC holder & USD 100 for Class 2 COC holder.

5.11 Old Tonnage / Special Allowance: Senior Officers (Master, Chief Officer, Chief Engineer & Second Engineer) serving on ships older than 15 years (since delivery date) will be applicable for Old Tonnage allowance of USD 300 PM. This allowance will be payable only onboard that vessel and will be mentioned in the Employment contract.

5.12 Uniform Allowance: Company shall provide adequate quantity of working clothes to all seafarers. All officers are being provided a uniform allowance and are required to buy and wear standard Merchant Marine uniform, while on duty, onboard the vessel.

5.13 Trade Allowance / Seniority Allowance / Other allowance: Trade allowance is difference between CBA wages & Gross wages being paid by company. It includes allowances for trade of vessel, type of vessel, extra overtime for officers & seniority of the officer. On similar type / trade of ships, this allowance will vary as per seniority of the officer, as per prevalent company policies. Other ship specific allowances may also be paid, as per owner's requirement; same will be mentioned on Employment Contracts.

5.14 Short hand Pay: short hand pay, where applicable shall be paid as per applicable CBA.

5.15 Pay slip: Monthly pay slips are to be given by the Master.

5.16 Training Allowance: Officers attending the non-mandatory, in house training, arranged by the company shall be entitled to claim 2nd AC train return fare. They will also be paid standby wages (half stand by wages for local residents or have used the company's provided accommodation) for actual number of days of attendance, as follows:

Master & C/E: USD 40 /day C/O

& 2/E: USD 30 /day Other

officers: USD 20/day

5.17 Stand by wages for familiarization: As a general requirement, all senior officers (tankers & dry ships) are required to attend two days company familiarization prior joining each vessel. Senior tankers officers joining Synergy for the first time will be required to attend company familiarization process for up to five days. In view of same, stand by wages will be paid as 50% of basic wages if the number of familiarization days is exceeding two days, but will be will limit to a maximum of three days payment.

5.18 Salary certificates: will be provided directly by Master upon request as per below Format. Due to taxation reasons, this certificate cannot be provided by the office.

Salary Certificate

This is to certify that Mr. _____, nationality _____,
CDC/PP No _____, has served as _____ on board The _____
_____ from _____ to _____.

During this period his total salary was U.S. Dollars _____.

No Income-Tax has been deducted.

Master

MV/MT _____ Date _____

5.19 Non Seafarer's work: No seafarer employed by company on board vessel shall usually carry out cargo handling or other work traditionally or historically done by dock workers. Cargo handling may include but is not limited to loading, unloading, stowing, unstowing, pouring, trimming, classifying,

**TERMS OF EMPLOYMENT**

sizing, stacking, unstacking, tallying, weighing, measuring, checking receiving, sampling, sealing, lashing and unlashingsuch work may be carried out as per Ship Owners requirements subject to Ship Owners having in place adequate clearances from appropriate Dock Unions. Compensations to the seafarer for carrying out such work shall be as agreed to between Ship Owners and the Company.

6. ALLOTMENTS

- * Allotments free of Banking Charges: All staff is entitled for one regular monthly allotment every month, free of banking charges.
- * Every seafarer shall declare his nominated bank account (Form A 13) before joining the vessel. **No changes will be allowed in the nominated bank and account details given at the time of the first monthly allotment after joining vessel till completion of tenure.** However every seafarer is entitled to change the allotment amount, based on their needs. Please ensure that the bank account details provided in the allotment note is verified by the crew member. If there is any change from the nominated bank detail declared to company at time of joining (Form A-13), this should be informed to the company. Master may highlight this change in information, in the email where the allotment note is attached. The IFSC code or unique code of the branch where account maintained should be clearly mentioned.
- * Remittance to any other accounts other than the one declared at the time of joining will be by means of a special allotment, which will be chargeable to the seafarer.
- * Allotments to the seafarer's nominated bank shall be normally processed within first three days of every month and remittance will be done the next day. Remittance details will be provided to the vessel's by 5th day of every month.
- * **All allotment requests must be sent on form A-12 by email attachment on or before the 20rd day of the month.** No changes will be allowed after 20th day of each month unless there is an emergency (un planned relief etc.).
- * It is the Master's responsibility to ensure that this allotment is positively deducted in the Portage Bill for the Month.
- * 'Form- A12a' is the Allotment note. This form is required at office to comply with regulatory requirement. For each allotment request, this note shall be duly filled, signed and forwarded to accounts department by courier.
- * In the allotment note the type of account e.g. SB, NRE, & NRO must be clearly stated.
- * For overseas (out of India) bank accounts of Indian Seafarers, there may be regulatory requirements to transfer funds through a correspondence bank via telegraphic transfer (T.T.). Charges levied at the correspondence bank as well as the beneficiary bank shall be to the seafarer's account and will be actuals. These charges will be provided by the accounts department and will be deducted from seafarer's wages.
- * Company will not be responsible if allotment is credited to wrong account due to wrong details provided by staff.

7. TRAVEL: JOINING / REPATRIATION

7.1 Port of Engagement: For the purpose of Employment Contract, Chennai (or as mentioned on employment contract) shall be the port of engagement. The company shall provide for all travel arrangement from / up to the port of engagement, free of cost to the seafarer. Due to legal obligations, seafarers will not be allowed extra stay in port after signing off or allowed to deviate from direct travel to port of Engagement.

7.2 Branch Offices: At sole discretion of company, travel may be allowed from / up to one of the branch offices of the company.

7.3 Senior Officers: For Senior Officers, the company shall arrange Repatriation to their declared hometown / nearest suitable airport by Flights. However if connecting flights are not available, and then only 2nd AC Train / Public transport fares, from nearest airport to hometown will be reimbursed. Usually taxi fares will not be reimbursed, however for unforeseen circumstances reimbursement cannot be claimed exceeding INR 3000 or equivalent USD.

7.4 Repatriation Expense: Company does not require that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also to recover the cost of repatriation from the seafarers' wages or other entitlements except where the seafarer has been found, in accordance with national laws or regulations or other measures or applicable collective bargaining agreements, to be in serious default of the seafarer's employment obligations.

7.5 Hotel accommodation: Suitable Hotel accommodation will be provided, if there is long haul flights (e.g. Cross Pacific / Atlantic), especially if time for handover/takeover is less than 24hours. If an officer arranges for a suitable Hotel accommodation, on his own cost, due to sudden delay in flight etc., then a reasonable expense can be reimbursed onboard.

7.6 Joining Travel Allowance: Company provides a joining allowance of USD 50 for officers and USD 30 for ratings at the time of joining.

8. PERSONAL BAGGAGE/ BAGGAGE LOSS

8.1 Baggage Allowance: The baggage allowance for a seafarer travelling by air, inclusive of airline allowance, will be as per CBA (usually it is 30 kg). Any excess baggage charges will have to be borne by the seafarer.

8.2 Loss of Baggage during travel: The Company shall not be responsible for loss of baggage during joining / repatriation travel. All crew are requested to file the Property Irregularity Report (PIR), with the respective Airline as soon as any baggage is found missing or damaged. Copy of PIR, boarding pass & baggage tags must be maintained with you, till baggage is located. Usually airlines provide ad-hoc financial help, to meet immediate need in such cases. However if any additional assistance is required, manning office and local agents at port of joining / disembarkation must be informed.

8.3 Loss of Baggage onboard: The compensation for loss of baggage onboard the vessel, shall per as per applicable CBA. Any cash or jewelry etc. is usually not covered in such cases.

9. PROVIDENT / PENSION FUND

**TERMS OF EMPLOYMENT**

9.1 Officers: The Company's contribution of provident fund (as specified in relevant CBA) will be being paid on board every month, as per Employment contract.

9.2 Ratings: For ratings employed under IBF /CBA or Non FOC NUSI agreements the Master is to deduct the crew's PF contribution through the shipboard wage statement. The crew's contribution along with the company's contribution is deposited directly with the commissioner for Provident Fund, Mumbai, by the Company. Evidence of such payment is available with the office for seafarers to verify.

9.3 Company is contributing Provident Fund for Seafarers, as per respective CBA. Seafarer's who have served on JSU CBA or Singapore Flag ships can claim their PF directly, after retirement. To check status of your PF account for JSU CBA, please visit www.jsu.or.jp or send email to iss@jsu.jp. To check PF status for Singapore flag ships, please visit www.ispf.org.sg.

9.4 Social Security / Compensation: All seafarers are entitled to Employment Injury benefits, Disability and Death compensation, sickness benefit, Pension Fund, Provident Fund, Gratuity benefits as per applicable CBA.

10. AVAILABILITY FOR REJOINING AFTER LEAVE.

10.1 Availability: The date of availability of staff will be automatically updated as per time served onboard (20 days per month for officers and 11 days per month for ratings / trainees). This approximate date of availability for rejoining will be communicated by e-mail to seafarers once they sign off.

10.2 Change in availability: All seafarers can change their date of availability, by giving a one month notice sent by an e-mail.

sourcing@synergymanning.com

If seafarer is not ready to join on a given date, then the availability date may be changed by office for minimum notice period of 30 days, with an e-mail advice to Seafarer about the change in availability.

10.3 A seafarer on leave may send any query regarding placement etc. on above e-mail addresses.

10.4 Readiness: It is expected that seafarer will be in full readiness with necessary personal documentation (Passport with 3 blank pages, COC, CDC, DCE, etc.), 15 days prior given date of availability. Indian Seafarers must update their Profile on DGS website, one month prior joining.

11. FAMILIES ON BOARD

11.1 Privilege Entitlement: Officers have privilege to carry families on board subject to the following conditions:

- The operational requirements of the vessel, permission of the Master / Management Office (Vessel Superintendent approval) and Owners.
- The availability of accommodation & approved L.S.A. capacity. Generally two berths shall be kept vacant for Pilots / Owner's representative.
- This facility is available only for wife and children of the officers and only senior officers may be allowed to join with family, subject to owner's policy.
- Minimum age of child, subject to owner's requirement, shall not be below 12 months on coastal / short liner trade and not below 18 months on other vessels. Child above 16 years of age shall not be permitted.
- 2nd officer, 3rd Engineer, Electrical Officer, 3rd Officer and 4th Engineer are not allowed to carry children.
- Only Master & C/E are entitled to carry family for full contract. All other officers are entitled for this privilege for maximum of 3 months in a contract. Family carriage is permitted only once per tenure.
- All families are expected to follow master's / company's instruction while onboard and should refrain from visiting officer's place of work during working hours.
- Company will provide free victualing to the family provided family does not ask for any special food and complies with all guidelines of this section. Misuse of provision stores and this privilege by Supernumeraries will not be tolerated. Child specific food products (baby food) within consumable limits are allowed to be purchased along with ship provisions. However extra expensive purchases like dry fruits, fancy chocolates etc. should be borne by the respective guardians. Provision stock up in individual cabins is not allowed, no private cooking is allowed for hygiene and safety reasons.
- It is responsibility of officer to sign off his wife, as soon as it is realized that she has conceived onboard.
- If Owners need to place any supernumeraries, superintendents or Repair team etc. for the ship's business or any change in policy, then officers may be asked to sign off their families, without notice. All costs in such case shall remain on officer's account and officer shall not insist on signing off in such cases.
- The formal request for family carriage shall be made in by means of form M-29 through the vessel's Master and company's decision in this regard shall be final.

11.2 Responsibility of Family: The family shall get in touch with manning office to complete required documentation, formalities and visas. Many consulates have started refusing visa, if wife's passport is in maiden name, thus newly married officers should get the wife's name corrected accordingly. Manning office will do a complete document check prior joining vessel as per checklist M-15.

11.3 Visas: As per Vessel's trading pattern family must hold USA, UK, Canada, Brazil, Argentina, Nigerian, Schengen or other visas as appropriate. We can assist in obtaining the above visas, but in many cases the port agents charge a fee for sending Visa invitation letter (about USD 100). This will be payable by officer even if visa is rejected or short duration / wrong type of visa is issued. Company will assist all seafarers in obtaining visas for their family but cannot guarantee release of visas in time, thus families are free to use own resources if necessary. Any penalties due to non-availability of family visa will be borne by the respective seafarer.

**TERMS OF EMPLOYMENT**

11.4 Medical Examination: Family will have to undergo medical examination to certify fitness for travel at sea at their own costs. Ladies have to undergo medical examination from DG approved doctor confirming they are not pregnant at the time of joining.

11.5 Medical Insurance: Families are required to take overseas Medical insurance for their stay onboard the vessel. It is the duty of the officer to ensure that the insurance of his family remains valid during the entire stay on board ship, for good order sake we request the officer to intimate us at least 15 days prior the expiry date of the insurance cover so that same can be arranged to be renewed from our end.

11.6 Indemnity Letter: Prior joining family will have to sign an Indemnity y letter in specified format (form M-16).

11.7 Signing On Articles: Families will sign on the articles of the agreement as Supernumerary only.

11.8 Liberian CDC: If joining a Liberian flag ship, Company could assist in applying & getting Liberian CDC for Supernumeraries (Wife & Child), which could help in avoiding Immigration penalties at times, subject to prevailing rules. The cost of same will be borne by the Seafarer.

11.9 Agency Cost: In order to avoid any belated expenses being charged for Joining / repatriation of families on board, all officers are requested to settle the agency charges directly with agents. It is best if a receipt of money paid to agent is taken, with following details: name of supernumerary, port, date, name of agency and details of expenses (taxi charges, immigration fee, handling charges etc.) so as to avoid double billing by the agent. This receipt may be counter signed by Master onboard.

11.10 Immigration Fines: When there is any immigration problem / case, due to family not holding relevant visas, then officer may have to retain up to USD 10000 to pay the fine. If the case is not settled, prior signing off date of the officer, then the above deposit will have to be retained even when officer is signing off. Any fine what's so ever related to supernumerary's immigration will be borne by the officer.

11.11 Joining Expenses: All expenses which are incurred for family joining i.e. visa fees / insurance charges / visa invitation fees / medicals etc. must be settled by the seafarer.

11.12 Company's contribution: Master and Chief Engineers shall be entitled to company's contribution towards family carriage (only wife) one way is up to 350 USD, if it is less only actuals paid and cannot be combined both the ways. The expenses shall be supported with receipts. Company decision shall be final.

12. VICTUALING ONBOARD

12.1 Company shall provide free of charge food to all seafarer whilst on board.

12.2 The Victualing allowance onboard will be USD 8.5 per person per day for full Indian manned vessels. All Masters are responsible to adhere to this budget and ensure it is maintained throughout the year. This allowance may vary subject to vessel's owner jurisdiction.

12.3 Due regard should be given for religion / customs of staff on board while ordering / preparing food on board.

12.4 To avoid wastage, it is essential that provision stock onboard does not exceed USD 15000 (or 3 months stock), at any time. Permission of manning must be taken when ordering provision worth more than USD 10000 (2 months stock) within a calendar month or when new purchase will result in stock in excess of 3 months requirements. Masters will be held accountable, if these guidelines are not complied with. Ensure food prepared by Cook's is the right amount to be consumed by crew; kindly do not allow wastage of food. Avoid excessive purchase and stock up of stores in expensive ports (European or certain South American ports). Keep an eye on Cooks that they consume older purchase first (especially for meat products), so that nothing is expired and discarded. During your routine accommodation and stores inspection, Masters are advised to look into the stocks in the respective stores. Victualing accounts forward to accounts (soft copy) every month must be copied to manning also. Some vessel provision supply and victualing is maintained by a shore based organization (Garrets). Masters are advised to keep manning office informed on the quality of services being offered by them.

13. UNION MEMBERSHIP & RELATED BENEFITS

13.1 Union Membership: Seafarers are entitled to social security and welfare benefits as per applicable CBA, which is signed with relevant Unions or MUI or NUSI union. These CBA are applicable only to Union members hence all seafarers are encouraged to take membership of the applicable Union.

13.2 Medical benefits: The unions also reimburse major medical expenses of seafarers on leave and their families, through Maritime Floating Staff Welfare Trust, which is funded through contribution from the company. Seafarer's are requested to liaise directly with their respective unions for details regarding these benefits.

13.3 Membership fee: All seafarers are advised to pay their yearly union fee for the year prior joining vessel; same will be verified by the fleet personnel executive.

14. STAFF WELFARE ONBOARD - RECREATIONAL FACILITIES / SOCIAL SECURITY

14.1 Staff Welfare / Library Fund: Company shall contribute policy an amount of USD 150 (or other amount specified by vessel owners) every month for staff welfare / Library fund, which be used to fund welfare activities onboard, including arranging get together to celebrate birthdays / festivals etc. The details of expenses and activities / suggestions shall be recorded and displayed on ships notice board. All staff have a right to know about the utilizations of funds and their opinions must be addressed judiciously.

**TERMS OF EMPLOYMENT**

14.2 Magazines: Reasonable quantity of Magazines & periodicals will be provided free of cost to each vessel, through ship's mail and joining crew.

14.3 News Bulletins: The Company shall provide daily news bulletins to vessels, subject to owner's approval.

14.4 Movies: The Company shall assist in procuring Movies and other entertainment equipment, purchased through Staff welfare contribution made by the company. Only original and copyright movies / audio visual media will be supplied onboard.

14.5 Telephone Facility: All seafarer shall have reasonable access to telephone facilities on board. Timing for access to Ship's terminal shall be solely on discretion of the Master.

14.6 E-mail onboard: The Company shall provide free e-mail service to seafarers, subject to owner's approval. File attachments are not allowed and staff should avoid misusing the facility. Timing for access to Ship's terminal shall be solely on discretion of the Master. The facility will not be provided whenever it is considered that it would interfere with the operation of the Vessel.

14.7 Indoor Games / equipment's: Company shall provide exercise equipment / indoor games / board games / other equipment's, for Staff welfare at the time of take over. Requisitions could be raised from vessels also.

14.8 Medical care: Company shall provide suitable facility for first aid medical care and Radio Medical advice (via company approved doctor) onboard. Seafarers are entitled to visit doctors / medical facilities ashore, as necessary. If a seafarer is declared medically unfit to work on board, company will arrange for repatriation on medical grounds.

14.9 Wellness onboard: Company will provide counseling with respect to stress management onboard. Senior Officers / Department heads are expected to interact, identify, deal compassionately and report to manning about any seafarer who is observed to be stressed or under depression.

14.10 Privacy in communication: Each seafarer is entitled to maximum possible privacy while communicating using the ships on telephone equipment or e-mail facility.

14.11 Family request for information: If a seafarer family needs to contact the seafarer or if they need any information about his welfare and well-being, they are requested to contact the Fleet personnel Managers at Chennai. Contact details are Tel: 044 4050 7777, E mail: sourcing@synergymanning.com

All such request will be addressed promptly without any charges to the seafarer and their families.

15. STAFF WELFARE ASHORE & BENEFITS

15.1 Guest Houses: The Company shall provide Guest house facility (clean and hygienic meals / safe boarding) at Chennai for outstation officers reporting for interview, doing company familiarization training or waiting to join ships.

15.2 Family Get together & Seminar: Company shall arrange get together / Seminar for staff and their families at (major cities where our sailing staff are residing). Refer to SMM 6.8.6 for details.

15.3 Jobs Ashore: Company is committed to provide suitable shore based employment to senior officers, serving in the company, subject to suitable openings. Interested senior officers, can send their updated CVs to supers@synergymanning.com Please highlight area of your interest / expertise (QHSE, TECH, OPS, MANNING, TRNG etc.), so that we can follow it up correctly.

15.4 Welfare: Company is committed toward welfare of seafarers; it is our endeavor to ensure that all aspects of Seafarer Welfare are attended promptly. Any complaints regarding noncompliance of Terms of Employment /CBA or suggestions for improvements / additional benefits, could be addressed to manning department at grievance@synergymanning.com If a seafarer is employed on board a vessel which has not ratified MLC 2006 convention, then in that case seafarer will be provided all welfare and privileges mentioned in these terms of employment.

16. FOREIGN LICENCES / ENDORSEMENTS BY FLAG STATES

16.1 Flag License: The Company shall apply for relevant flag license, on behalf of all seafarers. The provisional Flag State License will be given to each seafarer prior joining and if same is likely to expire then manning office must be notified at least one month in advance.

16.2 Flag Licenses fee: The Company shall bear fee for all flag licenses applied for officers, hence the Flag State License Endorsement shall remain property of the company. It will be handed over to seafarer after his completion of tour onboard. If an Officer fails to complete his assigned tour of duty then he will be liable for the cost of such endorsement / license. License fee will be deducted for all ratings.

16.3 WKC certificates: Presently watch keeping certificates of Indian ratings under STCW'95, have no validity. Please advise PSC inspector to refer to DG Shipping notice available at following link: http://www.dashipping.com/daship/final/notices/note10_2003_STCW%2095.htm

17. TRAINEES

17.1 Selection of Cadets & Junior Engineers: Company selects candidates who have undergone the Graduate Marine Engineering and Diploma / Degree

**TERMS OF EMPLOYMENT**

in Nautical Science courses from DG approved institutes in India or local Administration of seafarers' state. All interested candidates are required to undergo an entrance exam and subsequent interview. Candidates merit list is prepared based on the following criteria:

- Written examination score
- Interview score
- Percentage scored in final year of pre sea training
- High school (10+2) passing percentage
- Psychometric evaluation

Dates for Cadets & Junior Engineer selection is based on company's future requirements. Numbers of trainees to be recruited is based on company's discretion. If you would like to refer your family, friends, relatives, etc., kindly advise the candidate to send their resume to iliketobe@synergymanning.com. All resumes will be updated in our database and all candidates will be intimated much in advance about our selection examination dates.

17.2 Selection of Trainee Seaman: As per the new directive from D.G. Shipping, any candidate wishing to attend a G P Rating course needs to qualify the Common Entrance Test (CET) conducted by the Board of Examinations for Seafarers Trust (BEST). The application for the test and the schedule for the same can be obtained from the Board of Examinations for Seafarers Trust website: <http://www.seafarers.edu.in>.

The CET is not required for candidates who wish to undergo the "Certificate Course in Maritime Catering" (CCMC) Course for saloon side

If you will like to refer your family, relatives to join SMPL then ask them secure admission (for pre sea course for ratings) in TS Rahaman , NUSI Goa (or any other DG approved institute) and send their CV to us at on to iliketobe@synergymanning.com for undergoing our entrance test.

17.3 On Board Training Procedures:

• Synergy Group invests heavily in training of huge number of Deck / Engine cadets to ensure its future supply of competent and valuable officers.

• To ensure above it is essential that shipboard training is carried out strictly in accordance with their Structured Shipboard Training program, to allow them to complete tasks and projects laid down in their CRB / TAR books.

• Instead of allotting repetitive (especially menial / laborious / secretarial) tasks, which restrict new learning, cadets should be given tasks as per CRB / TAR books, Meets STCW modules. Their record / project books should be inspected and signed at regular intervals correctly, since officer signing the books may be called by Flag state for verification.

• At least 4 hours of Bridge / Engine room or Cargo watch keeping time must be allotted every day, since this most imperative skill cannot be imparted ashore.

• The cadets have same rights as any other employee and deserve similar equitable treatment. Any sort of harassment or mistreatment with a trainee will be dealt with in the strictest manner.

18. COUNTRY SPECIFIC REGULATIONS

18.1 Australian MCV: All staff onboard (including Supernumeraries), for vessels calling at Australian ports must be in possession of Australian Marine Crew Visas. MCV can be applied by us on internet and is valid for three years. Please let us know, at least one week in advance, prior vessel's call to Australia.

18.2 EU Cash declaration: If vessel / person has Euro 10000 or more, in cash onboard (CTM), the Master must declare it to customs (via Agents) prior arrival/ departure any EU port. Any penalty resulting due to wrong declaration by the seafarer will be borne by the seafarer.

18.3 Australia and New Zealand Eatables: Australian and New Zealand laws do not allow any eatables to be taken out from the vessel. This is a punishable offence. Any seafarer caught in this offence will bear all penalties.

18.4 Pornographic Material: Canadian and many Middle East countries law do not allow any child or violent pornographic material onboard, even in bond, personal laptops etc. This is a punishable offence. Any seafarer caught in this offence will bear all penalties / punishment.

18.5 Personal Medicines: many countries have strict Food and drugs regulation, which include herbal medicines and supplements. Ayurveda medicines which do not meet with their regulations are confiscated and fines are imposed. Fines are also imposed if non-prescription drugs are found outside the medicine chest. Seafarers who have chronic conditions for which medication is required must disclose this to the Medical officer at the time of examination and even if approved for employment must carry the prescription for the same. Every seafarer who is found with non-prescription drugs will be liable to pay the fines imposed by authorities in such countries

18.6 Middle East: Carriage of item which could be considered as banned drug is forbidden and punishable by imprisonment. This includes carriage of Khus (poppy seeds). Any seafarer caught in this offence will bear all penalties / punishment.

18.7 Paperless Visas: Singapore has started issuing a paperless visa which is not stamped on the passport. Details of such visas should be recorded on last pages of passport.

18.8 Brazil visa for crew: There have been a number of recent cases where Owners have been fined, and crew members repatriated, due to non-compliance with Brazilian visa requirements. Whenever a vessel is trading a Brazilian cargo between two Brazilian ports (cabotage), a Temporary V Consular Visa must be obtained for all crewmembers. There is a grace period of 30 days for obtaining this visa (starting from the day the vessel first enters Brazilian Territorial waters), and if the visa is not properly obtained within this time frame, the Owners will be subject to large fines and crew may be ordered to be repatriated, often within a very short time period (such as within 72 hours). SMPL will ensure crew members joining the vessel during this time must already have obtained a visa prior to arrival via their local Brazilian Consulate.

18.9 Damaged Seaman Book / Passports: Some ports in Japan and other countries levy a fine in case of damaged seaman book or passport. These are

**TERMS OF EMPLOYMENT**

personal documents of the seafarer. Any fine / penalty levied due to these damaged or incomplete documents will be borne by the seafarer.

18.10. Seafarer will have to pay personal fine, if spelling of his name in Passport, CDC and COC, are not same. Please ensure such errors are rectified and sworn affidavit is available on board, if errors cannot be rectified.

19. TRAINING ONBD / ASHORE

19.1 Training Onboard: Each officer is expected to continuously upgrade one's professional knowledge, for promotion to Next Level. Relevant training logs are provided prior joining, which must be regularly updated. Refer to SMM 6.8.4 / 6.8.5 for details.

19.2 Training Ashore: Due to Oil Major / Right Ship / Flag state / Specific trade or owner's requirements, it is essential for all officers to upgrade their skills through the value added courses being conducted at our training center. Company shall send each officer, an e-mail giving details of the courses to be attended during leave and Training coordinator will follow up to book the courses. Refer to SMM 6.8.2 for details.

19.3 Bridge Team Management (BTM), Accident Investigation, MARPOL & ECDIS: All Officers will need to ensure that they complete Marpol, Accident Investigation BTM (Deck officer only) course every five years. Deck officers need to complete ECDIS course to meet STCW'78, as amended requirements.

19.4 Revalidation for courses: Officers requiring Medicare courses will need to revalidate their Medicare certificates every 5 years, as per Maritime Labour Convention requirements. E/O and Ratings, who have completed basic courses more than 5 years back, will require attending all the basic courses during next leave. All Cooks are required to obtain their Certificate of Competency as per the latest MLC regulations.

19.5 Cancellation of courses: Please do not back out after booking the courses, as many others who could have benefited are refused the seats on basis of your commitment.

20. HIGH RISK AREA - Gulf of Aden

20.1 Any ship of company may be asked to transit Gulf of Aden, hence all seafarers signing the Employment contract with company, should be prepared for the transit through GOA.

20.2 Since ships operated by company follow Best Management Practices, High Risk Area of Gulf of Aden should be considered as natural perils of employment at sea, for which the company or the Master will not be held liable / responsible for any untoward incident, due to piracy activity.

20.3 Company is committed to abide by applicable CBA, which usually allows a Seafarer "Right to refuse to proceed to a Warlike Operation Area". Such area is determined by IBF Warlike Area Operations Committee, as attached or mentioned in the applicable CBA. Such area should not be confused with IWL defined areas or any other War risk area.

20.4 IBF Warlike Operations Area Committee has declared area around Gulf of Aden as a High Risk area. While transiting the High Risk Area of Gulf Of Aden (GOA), the seafarers do not have right to refuse to proceed through the area, unless the vessel is scheduled to breach the designated IRTC. However, during such transit the applicable death & disability compensation will be doubled and seafarers will be entitled for additional basic wages (basic wages for days of passage through high risk area). Please be guided as per latest ITF Circular.

20.5 When a vessel is scheduled to transit Gulf of Aden, all precautions and instruction of CSO, Security / Ops department must be followed. Company remains committed to ensure highest level of Safety and Security of all seafarers.

20.6 An early relief request in such cases will be treated as per clause 4.5 and 7.4.

20.7 In an unfortunate event of hijacking, full wages and extra benefits as per CBA shall remain applicable at all times.

20.8 It is strongly recommended that officers should arrange to sign off their families' prior GOA transit. At times this is owner's requirement also.

21. GRIEVANCE (COMPLAINT) PROCEDURE & HARASSMENT AND BULLYING

21.1 Company shall not prohibit and victimize any seafarer for filing any complaint.

21.2 Onboard Grievance: All seafarers are expected to follow company's complaint procedure as laid down under SMM Chapter 6.7. Seafarer has right to be accompanied or represented during complaints procedure.

21.3 Grievance / Complaints: All seafarers have right to send complaints / feedback with regards to compliance of MLC/ Flag state requirements w.r.t. treatment of seafarer / RPSL / CBA / TOE (including flights / allotments) to manning department at - grievance@synergymanning.com. Seafarers can also give a written complaint to the Marine Superintendent - Manning in person at the office in Chennai or Delhi or Mumbai.

22.4 Seafarer concerned shall be advised about the resolution of complaint in writing or by e-mail.

22.5 Unresolved Grievance / Dispute procedure: If a Grievance / dispute cannot be resolved amicably, then the procedure given under CBA should be followed. Any unresolved complaint can also be taken to Shipping Master or Directorate General of Shipping or Unions at convenient locations. Indian Seafarers can use online grievance redressal mechanism which is available in their Master Profile.

**TERMS OF EMPLOYMENT**

22.6 Harassment and Bullying: All Ship staff have a right to work in an environment free from harassment and bullying, and to be treated with dignity and respect. Even unintentional harassment or bullying is unacceptable. Synergy will treat all complaints of harassment and bullying seriously and in strict confidence. If a complaint cannot be resolved informally by the vessel staff or Vessel PIC's ashore then a Formal complaint for harassment and bullying to be sent to complaint@synergyship.com and grievance@synergymanning.com.

22.7 Women seafarers Employment: Recruitment and placement, maternity leave and re-joining, basic needs on board for women seafarers as per the Company Manual - FPRM
Women Seafarers Sexual harassment: onboard complaint and redressal, shore complaint and redressal as guided in the company manual – FPRM. If a complaint cannot be resolved informally by the vessel staff or Vessel PIC's ashore then a Formal complaint for harassment and bullying to be sent to complaint@synergyship.com and grievance@synergymanning.com.

22.6 Jurisdiction: If every effort has been exerted to resolve the dispute through negotiations and if no solution is found, the same may be brought for judicial resolution at Chennai, applying Indian law.